

AGREEMENT

BETWEEN

AGGREGATE INDUSTRIES, NORTHEAST REGION, INC.
1715 Broadway, saugus, MA 01906
(Wilmington Plant)

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
UNION LOCAL #170

Duration: October 1, 2012 through September 30, 2016

SECRETARY-TREASURER/PRINCIPAL OFFICER

MICHAEL P. HOGAN

BUSINESS AGENTS

JAMES R. FIORI

JAMES R. PETERS

EDWARD J. PELOQUIN

EDWARD J. ADLEY

SHANNON R. GEORGE

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AGREEMENT

AGREEMENT entered into by and between Teamsters, Chauffeurs, Warehousemen, and Helpers Teamsters Union Local #170, affiliated with the International Brotherhood of Teamsters, and Aggregate Industries Northeast Region, Inc. 1715 Broadway, Saugus, MA 01906.

WITNESSETH: This Agreement as to hours, wages, and working conditions is entered into by and shall be binding upon both parties hereto, their successors and assigns, until terminated or amended as hereinafter provided.

ARTICLE I UNION RECOGNITION

1. The Employer recognizes and acknowledges that the Local Union is the exclusive representative at its Wilmington Ma. Facility of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Labor Management Relations Act of 1947, as amended.

1.2 The Company recognizes the Union as the sole and exclusive bargaining agent for all ready mix drivers, loaders, specifically excluding all other employees of the Employer, such as dispatchers of any kind, batch men, salespersons, scale operators, quality control supervisors, all office and clerical employees, guards, managerial personnel, professional and confidential employees, as provided in this Agreement.

This does not preclude the Employer from utilizing union employees in those excluded positions, while maintaining those jobs in a non-union status.

1.3 When an Employer needs additional employees, he shall give the Union equal opportunity with all other sources to provide suitable applicants but the Employer shall not be required to hire those referred by the Union.

1.4 All employees hired hereafter shall signify their intention of joining the Teamsters Union Local 170 on the thirtieth (30th) day and must become and remain members in good standing during the life of this Agreement.

1.5 All new employees shall be hired on a ninety (90) calendar days' trial basis and shall work under the provisions of this Agreement, within which time, they may be dismissed without protest by the Union. On the ninetieth (90th) day of trial period, they shall be placed on the seniority list as regular employees in accordance with their date of hire, provided however, that an employee must work a minimum of one hundred and twenty (120) hours during his ninety (90) days' trial period.

1.6 There are no territorial rights whatsoever for the delivery of any products produced by the Company regardless of where produced or delivered. The Company will retain the exclusive right to determine the plant for production and the unit/truck for delivery.

ARTICLE 2 UNION SECURITY

2.1 The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

2.2 In the event of any change in the law during the term of this Agreement the Employer agrees that the Union will be entitled to receive the maximum Union security, which may be lawfully permissible and the Employer shall receive the same.

2.3 No provision of this Article shall apply in any state to the extent that state law may prohibit it. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

2.4 If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE 3 PROTECTION OF RIGHTS

3.1 The Employer shall not enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement or contract shall be null and void. All employees shall work in accordance with this Agreement. The Employer recognizes and acknowledges this Agreement.

3.2 No employee covered by this Agreement shall be requested to attend any meeting at which wages are to be discussed without a Business Representative of the Union being present.

3.3 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property of an employer (other than the Employer) involved in a primary labor dispute or refuses to go through any primary picket line of an employer (other than the Employer).

3.4 If there is a second gate as provided by law, employees will use such gate.

ARTICLE 4 SEPARABILITY & SAVINGS CLAUSE

4.1 If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of an Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

4.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitation of time for such written notice.

ARTICLE 5 MANAGEMENT RIGHTS

5.1 It is understood that the Company shall have the exclusive control of its operation. Nothing in this agreement shall be deemed to limit the Company in any way in the exercise of the regular and customary functions of management, including, among other things, the direction of the working force; the establishment of methods of operation; the promotions and demotion of employees; the establishment of plans for increased efficiency; the adoption of standards of performance rate and quality; the right to hire, suspend, or discharge for cause; the right to select or employ supervisory employees, including foremen and their assistants; the right to transfer or relieve from duty because of lack of work; the right to determine from time to time the number of hours worked per day and per week; the right to establish and enforce reasonable rules and regulations pertaining to personal conduct and deportment of employees; the right to establish and enforce reasonable working rules; and the right to sell out or transfer, in whole or in part, any of its operations for valid business reasons. The Company agrees that these functions will be exercised in a manner not inconsistent with the provisions of this Agreement.

ARTICLE 6 HEALTH AND WELFARE FUND

6.1 Commencing with the 1st day of October, 2012 and for the duration of the current collective bargaining agreement and any renewals or extensions thereof the Employer agrees to make payments to the respective Health and Welfare Funds for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement whether such employee is a regular, probationary, temporary, or casual employee, irrespective of his status as a member or non-member of the Local Union from the first hour of employment subject to this collective bargaining agreement at follows:

6.2 Commencing with the 1st day of January, 2013 the Employer shall contribute to the respective Health and Welfare Funds the sum of \$8.913 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay for all hours

worked and with a maximum of 2,080 hours to be paid in any one contract year, per employee. Of this amount the employee shall contribute the sum of \$2.08 per hour.

6.3 Commencing with the 1st day of January, 2014, the Employer shall contribute to the respective Health and Welfare Funds the sum of \$9.363 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay for all hours worked and with a maximum of 2,080 hours to be paid in any one contract year, per employee. Of this amount the employee shall contribute the sum of \$2.30 per hour.

6.4 Commencing with the 1st day of January, 2015, the Employer shall contribute to the respective Health and Welfare Funds the sum of \$9.813 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay for all hours worked and with a maximum of 2,080 hours to be paid in any one contract year, per employee. Of this amount the employee shall contribute the sum of \$2.52 per hour.

6.5 Commencing with the 1st day of January, 2016, the Employer shall contribute to the respective Health and Welfare Funds the sum of \$10.263 per hour for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay for all hours worked and with a maximum of 2,080 hours to be paid in any one contract year, per employee. Of this amount the employee shall contribute the sum of \$2.74 per hour.

6.6 Employees shall pay one half of any premium increase subject to a limit of the employee contributing at the same percentage as non-union employees contribute for their health coverage.

6.7 For purposes of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee, shall be counted as hours for which contributions are payable.

6.8 If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions of thirty-two (32) hours for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months.

6.9 Hourly contributions to the Health and Welfare Fund must be made for each hour worked on each regular or extra employee even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

6.10 All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purpose of determining all accuracy of contributions to the Welfare Fund.

6.11 If an Employer fails to make contributions to the Welfare Fund within seventy-two (72) hours after the notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties which may be assessed by the Trustees.

6.12 The Employer's liability for payment hereunder shall not be subject to the grievance procedure or arbitration provided under this Agreement.

6.13 The Employers and Union, which are signators, hereto ratify the designation of the Employer and the Employee Trustees under such Agreement, and ratify all action already taken or to be taken by such Trustees within the scope of their authority.

6.14 All Employers contributing hereunder shall post each month at each terminal or other place of business where employees have easy access thereto an exact copy of the remittance report form of contributions sent to the Health and Welfare Fund.

6.15 Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Health and Welfare Fund and the Local Union serves a seventy-two (72) hour notice of delinquency, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

ARTICLE 7 PENSION

This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.

(a) For the duration of the current collective bargaining agreement between Local Union No. 170 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement, as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of \$4.94 to the New England Teamsters and Trucking Industry Pension Fund, but not more than \$197.60 per week for any one employee from the first hour of employment in such week. Of this amount the employee shall contribute the sum of \$0.05 per hour.

Commencing with the 1st day of October 2013, the said hourly contribution rate shall be \$5.24 per hour but not more than \$209.60 per week for any one employee. Of this amount the employee shall contribute the sum of \$0.25 per hour.

Commencing with the 1st day of October 2014, the said hourly contribution rate shall be \$5.66 per hour but not more than \$226.40 per week for any one employee. Of this amount the employee shall contribute the sum of \$0.41 per hour.

Commencing with the 1st day of October 2015, the said hourly contribution rate shall be \$6.11 per hour but not more than \$244.40 per week for any one employee. Of this amount the employee shall contribute the sum of \$0.58 per hour.

Any contribution or other charge to the employer that is greater than 5% per year will be offset with a deduction from the applicable wage rates. Should any amounts be required by the Trustees or the law during the term of this Agreement, such amounts shall be paid by the Employer and deducted from the regular hourly rate paid to each employee.

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

(c) The parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

(d) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the

accuracy of contributions to the Pension Fund and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent Certified Public Accountant or a Certified Public Accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under-reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate seventy-two (72) hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provision of this collective bargaining agreement to the contrary notwithstanding; and the Employer shall be responsible to the employees for losses resulting there from. Also, the employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce or forgive the Employer with respect to his liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against the delinquent Employer.

(e) No oral or written modification of this section regarding pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this section or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

ARTICLE 8 DISCHARGE & SUSPENSION

8.1 The Employer shall not discharge or suspended any employee without just cause. Just cause for discharge shall include, but shall not be limited to, the following infractions:

1. Possession of, use of, or being under the influence of (as defined by U.S. Department of Transportation regulations) alcohol or illegal drugs while on company time or on company premises or while operating any company motor vehicle,
2. Theft, dishonesty, or fraud.

3. Insubordination, including the refusal to carry out a direct order from management,
4. The willful or grossly negligent destruction of any Company property, or repeated negligence,
5. Fighting with threatening or being abusive towards any fellow employee or customer.
6. Any violation of the Company's Weapon Policy (attached).
7. Repeated tardiness, unexcused absences, and failure to timely notify the Company of absence from work.
8. Tampering with time including the inaccurate reporting of time worked, punching, or altering of another employee's time.
9. Any violation of Company's Safety Policy (attached).

8.2 Minor infractions will be subject to at least one (1) letter of warning before any discharge action is taken.

8.3 Prior discipline remains in effect for progressive discipline purposes for a period of one year provided there is no discipline during that one year agreement.

8.4 Bulletin boards are provided at each garage or place of work. Anyone caught defacing said bulletin boards shall be subject to discipline or discharge.

ARTICLE 9 GRIEVANCE & ARBITRATION

Section 1. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute. Any grievance arising between the Company and the Union or an employee represented by the Union shall be settled in the following manner:

- Step 1. The shop steward must present the grievance in writing, setting forth their contentions in full to the Company within five (5) working days after the reason for the grievance has occurred or the grievance is waived. There shall be no time limit in case of violation of the wage provisions of this Agreement. If a satisfactory settlement is not reached within three (3) working days, then
- Step 2. The business representative of the Union shall then take the matter up with a representative of the Company, or its attorney, with authority to act upon such grievance. A decision must be made within five (5) working days. Employees shall have the shop steward or a representative of the Union present during the discussion of any grievances with a representative of the Company.

Step 3. If no satisfactory settlement can be agreed upon, the parties shall select a mutually agreeable and impartial arbitrator within 10 days after disagreement. The 10 day time limit may be extended by mutual agreement. If unable to agree, they shall select from a list supplied by the American Arbitration Association. The expense of the arbitrator selected or appointed shall be borne equally between the Company and the Union. The arbitrator shall not have the authority to amend or modify this Agreement or to establish new terms or conditions under this Agreement. Both parties agree to accept the decision of the arbitrator as final and binding. The arbitrator shall render his or her decision within thirty days after the hearing is closed.

Section 2. All time limits set forth in this Article are to be strictly construed, and any matter which is not processed within the stated time limits shall not have standing under this Agreement and shall be deemed withdrawn. Time limits may be extended by mutual agreement of the parties. This Grievance and Arbitration Procedure shall not survive the expiration of this Agreement.

ARTICLE 10 MISCELLANEOUS

10.1 Check-off of Dues: The Employer agrees to deduct from the pay of all employees covered by this Agreement, the dues, initiation fees and/or uniform assessments, and agrees to remit to said Local all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required by the Union and the Company. No deduction shall be made which applicable law prohibits. All employees shall be on check-off as a condition of employment. Where an employee who is on check-off is out on vacation, out sick, or for any other reason, and is not on the payroll during the week in which the deduction is made, it shall be the employee's responsibility to pay his dues and assessments personally to the Union or steward.

10.2 It is agreed between the parties that the payment of dues owed is the responsibility of the employee and they should make arrangements with the Local Union regarding dues owed but not deducted as a result of lack of earnings during the pay period when such deductions are to be made. The Company agrees to deduct additional dues or fees as requested by the Local Union providing that such request shall be in the form of a certified letter from the Union. All complaints or misunderstandings regarding dues and assessments will be properly adjusted between the member and the Union at the Teamster's Office at 14 Loon Hill Road, Dracut, Ma. and not with the Employer.

10.3 The Union and its members covered by this collective bargaining agreement shall hold the Company harmless for the acts under this article.

10.4 The Company and the Union have agreed under this contract to send the Union a check each month for the dues owed from all employees.

10.5 Credit Union: The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the Federal Credit Union of the Employee's choice once each month. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deductions.

10.6 Non-Discrimination Clause: The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age or handicap/disability as protected by law, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, or age, or handicap/disability as protected by law. The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of his/her membership in the Union or because of any lawful activity and/or support of the Union.

10.7 Leave of Absence: Any employee desiring leave of absence from his employment shall secure written permission from both the Local Union and Employer. The maximum leave of absence shall be thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

10.8 Time Off for Union Activities: The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

10.9 Bulletin Boards: The Employer agrees to provide suitable space for the Union bulletin board in each garage, terminal, or place of work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

10.10 Personal Identification: If the Employer requires employees to carry personal identification the cost of such personal identification shall be borne by the Employer.

10.11 Military Clause: Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act, as amended, shall be granted all rights and privileges provided by the Act. Employees entering the military service of the United States Government shall be granted all seniority and reemployment rights and privileges as provided for b), law.

10.12 Court Appearance: If an employee is a witness in any court proceedings in which the Employer is a defendant, said employee shall receive eight (8) hours pay for each day that he appears in court, provided his required appearance is not a result of his own misconduct or negligence. It is understood, however, that the employee must report for work if his presence is not required in Court.

10.13 Jury Duty: Any regular full-time employee who serves on jury duty shall be entitled to the difference in earnings between the pay received as a juror and his normal five (5) day or forty (40) hour earnings, provided however, that such employee shall make himself available for work at all times during such week that he is not required to serve on the jury on any particular day. The Employer agrees to pay such amount that may be due upon presentation of proof by the employee.

10.14 Injury-the-Job: When an employee is injured on-the-job and he has been instructed by the Company doctor or his supervisor or foreman to cease work for that day, he shall be guaranteed a minimum of eight (8) hours pay for the day injured.

10.15 Accident Reports: Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before going off duty and before starting his next shift, shall make out an accident report, in writing, on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Such report shall be made out on Company time.

10.16 Loss or Damage: No employee shall be required to pay for any damage to equipment unless such loss or damage shall have been caused by his own intentional or improper act.

10.17 On-the-Job Claims: The Employer agrees to cooperate toward the prompt disposition of employee on-the-job injury claims.

10.18 Examinations: All physical examinations, when required by the Employer or U.S. Department of Transportation, or any other federal or state agency will be performed on the employee's own time. The Employer, at his option, may designate the examining physician.

10.19 Death in the Family: (a) In the event of a death in the employee's immediate family, i.e., father, one (1) father-in-law, mother, one (1) mother-in-law, sister, brother, son, daughter, or wife, it is recognized by the parties that the employee may need time off to attend the funeral service from the day of the death to the day of the funeral. If any of these days off are the employee's scheduled working days, the employee shall suffer no loss in pay, exclusive of overtime, but not to exceed a maximum of three (3) days, excluding Sundays and paid holidays.

(b) It is further agreed that in the event of a death of a grandfather, grandmother, legal guardian, the employee shall have two (2) days off to attend the funeral, with pay, exclusive of overtime.

10.20 Safety Violations: Employees shall not be held responsible for vehicles not properly equipped to comply with State Motor Vehicle Laws and shall be compensated for fines and time lost if summoned to court, etc., because of the same.

10.21 Overloads: (a) Employees shall not be held responsible for overloading vehicles. Whenever a driver is penalized because of such overload, the Employer shall bear all costs in connection with such overload penalty and shall pay all damages and assessments against the employee, including accrued overtime for delay, and/or any lost earning opportunity that the employee might suffer.

(b) In the event the employee shall suffer a revocation of his chauffeur's license because of the violation of any laws by the Employer, the Employer shall provide Suitable and continued employment for such employee, and not less than his regular earnings at the time of revocation of license for the entire period of revocation of license, and the employee shall be reinstated to his previous assignment held prior to revocation of driver's license, after his driver's license is restored (unless employee is on layoff).

10.22 Business Agents of the Union shall have reasonable access to the Employer's place of business during working hours but will not interfere with production.

10.23 Employees capable and qualified must cooperate in obtaining necessary hoisting licenses or permits if requested by the Company. Company will pay for the initial expense of said license or permit if requested by the Company to obtain..

10.24 The Company will do their best at all times to keep the yard dust down.

10.25 The Company will supply map books, rubber gloves, safety glasses, masks, and all equipment and supplies to keep the trucks clean, including paper towels, glass cleaner, wax, and acid.

10.26 No employee shall be required to drive or operate or work upon any vehicle that is not equipped with all safety appliances prescribed by law or which vehicle or its equipment is in defective condition. No employee shall be subject to disciplinary action for refusing to operate such equipment. The employee shall report all defects of equipment to the Employer on such forms or in such manner as the Employer may require. The Employer shall take steps to correct any defects in equipment reported by any employee.

10.27 - All employees will follow the company's dress code policy

ARTICLE 11 MAINTENANCE OF STANDARDS

11.1 The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

ARTICLE 12
JOB STEWARDS

12.1 The Employer recognizes the right of the Union to designate a job steward and/or alternate.

12.2 The authority of job stewards or alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

12.3 The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

12.4 The collection of dues when authorized by appropriate Local Union action;

12.5 The transmission of such messages and information, which shall originate with, and are authorized by, the Local Union or its Officers, provided such messages and information;

(a) have been reduced to writing, or

(b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

12.6 The Employer recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the job steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

12.7 Stewards shall be permitted to investigate, present, and process grievances on the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

12.8 The Union reserves the right to remove the steward at any time for the good of the Union through its By-Laws.

12.9 The steward shall be the last employee laid-off, irrespective of seniority, provided he is capable and qualified by the Company.

12.10 The steward shall be the first person to report for work, Monday through Friday, at his option, provided he is capable and qualified by the Employer.

ARTICLE 13
SENIORITY

13.1 Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement. It shall be deemed to include any seniority presently held by an employee through agreement between the Employer and the Local Union prior to this Agreement.

13.2 Employees seniority shall commence as of their date of hire within the Wilmington Plant location

13.3 Preference shall be given to employees older in service in the order of their seniority to the available start times each day. Should the Employer violate the principle set forth herein, he shall compensate for the earning opportunity lost at the rates provided herein, those employees affected.

13.4 The principle of seniority shall be recognized with respect to retention, layoff, and the rehiring of employees in work in which they are qualified to perform.

13.5 In the event that work becomes slack and a layoff is necessary, employees will be laid-off in the inverse order in which they were hired, that is, the employee last hired shall be first laid-off. When rehiring takes place, those employees laid-off last shall be rehired first provided they are qualified to perform the work, which may be available.

13.6 No employee shall lose his seniority rights if he performs all things required of him under the conditions set forth in this contract.

13.7 Qualification - Booking Procedure: (a) It is agreed and understood that it is within the sole and exclusive discretion of the Company to determine whether or not an employee is qualified to perform whatever work may be available. The Company agrees to discuss any dispute over qualifications with the Union. In the event that the Union can prove that a specific Company determination regarding qualification was arbitrary and capricious, an arbitrator can set it aside.

(b) Consistent with the above, daily booking will continue to be done based on seniority within the following classifications: (1) driver, and (2) loader operator. In the event that work within a classification is permanently discontinued, or in the event an employee is laid-off for lack of work, then in each instance, the employee shall have the right to exercise his seniority in any other classification in which he is presently qualified to perform all of the work required.

(c) The foregoing reference to classifications does not mean that any employee has the right to choose what work assignments he will perform, or to refuse any work assignment. It is agreed and understood that an employee is required to perform any work to which he may be assigned, regardless of whether or not a junior employee is performing work which the senior employee would rather perform.

13.8 The Company agrees that it will make available to the Union office, no later than December 1st of each year, a complete seniority list with the date of hire of each employee set forth, upon request by a Business Agent or the Secretary-Treasurer of the Union, the Company will supply at other times during the year a copy of any revised seniority list.

13.9 An employee shall be notified of a layoff at the end of his tour of duty, except for an Act of God, fire, utility failure, rain, sleet, or snow, actual or forecast. In the event of layoff, the junior employee shall be the first laid-off and rehiring shall be in order of seniority, no later than 9:00

a.m. on the following day. If recalled after 9:00 a.m., it will revert to the 9:00 a.m. starting time except as spelled out elsewhere unless the recall is to replace an employee on the schedule.

13.11 Loss of Seniority: Seniority shall be broken only by:

1. Discharge.
 2. Voluntary quit.
 3. Unauthorized leave of absence.
 4. If he is absent without good cause and fails to notify, the Company.
 5. If he is recalled to work after a layoff that has lasted for ten (10) consecutive working days and does not report to work within three (3) days.
 6. If he fails to stay in good standing with the Union by failure to pay his dues. The Union is obligated to report to the Company any employee that is over sixty (60) days in arrears with his dues. When so notified, the Company will remove that employee from the seniority roster list if the employee has not obtained good standing with the Union within seven (7) days after such notice.
 7. If he loses his license for more than twelve (12) months.
 8. Repeated tardiness, unexcused absences, and failure to timely notify the Company of absence from work.
 9. Tampering with time including the inaccurate reporting of time worked, punching, or altering of another employee's time.
 10. Violation of Company rules and regulations after a warning or a repeated warning, depending on the severity of same.
 11. If an employee is being laid off, for a period equivalent to the employee's length of employment with the Company or for eighteen (18) months (whichever is less): or being unable to report for work due to an injury or sickness for a period equivalent eighteen (18) months.
- 13.12 Seniority List: A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment and a copy shall be sent to the Union showing the names, addresses, phone numbers, and dates of hire.
- 13.13 In the event that a yardman, decides that he or she no longer wishes to perform such work, then he or she has the right to petition management and the Union for different work provided he or she is qualified, if available. It is understood, however, that should any such yardman, so elect

to switch to driving work or any other position, and then he or she forfeits any future right to exercise their seniority to return to past or previous position.

ARTICLE 14 VACATIONS

14.1 An employee will be entitled to one (1) week of vacation with pay after completing twelve (12) months of employment with the Company.

An employee will be entitled to two (2) weeks of vacation with pay after completing two (2) years of employment with the Company.
An employee will be entitled to three (3) weeks of vacation with pay after completing eight (8) years of employment with the Company.
An employee will be entitled to four (4) weeks of vacation with pay after completing thirteen (13) years of employment with the Company.

New Hire Vacation Eligibility (all employees hired after 9/17/08)

1 week vacation after 12 months employment
2 weeks vacation after 3 years employment
3 weeks vacation after 10 years employment
4 weeks vacation after 15 years employment

14.2 No vacation time is accrued and earned until the anniversary of the employment date. Disability and excused absences are counted after probationary period is completed.

14.3 If a recognized holiday falls within a vacation week the Company shall pay eight (8) hours of straight time for the holiday in addition to the vacation pay.

14.4 A week of vacation pay shall consist of forty (40) hours of pay at the employee's regular straight time rate.

14.5 Vacation are earned during one (1) calendar year, and are to be taken during the subsequent calendar year. For example, an employee who works 135 days between January 1 and December 31, 2003 earns a vacation, which must be taken between January 1 and December 31, 2004. If an employee does not work 135 days during a given year, a pro-rated schedule shall apply. If an employee works at least 75 days, he/she shall earn 50% of his/her eligible vacation. If an employee works at least 100 days, he/she shall earn 75% of his/her eligible vacation. Vacation, Personal Days and Holidays shall count toward the calculation of vacation eligibility.

14.6 Any year of employment in which an employee did not work sufficient days to become eligible for vacation benefits shall not be counted as years of service in determining the number of weeks' vacation due.

14.7 Vacations are earned during one (1) calendar year, and are to be taken during the subsequent calendar year. For example, an employee who works 135 days between January 1st

and December 31st of 2001 earns a vacation which must be taken between January 1st and December 31st of 2002.

14.8 A vacation schedule must be posted by the Employer not later than December 1 to allow employees in the order of their seniority to make their choice(s) for the coming year. For the months of June, July, and August each employee in order of seniority will be allowed to choose one (1) week of vacation before anyone chooses a second or subsequent week. Any employee failing to make his selection shall be assigned to whatever vacation period may be open.

14.9 Upon discharge by the Employer or quit by the employee, earned vacation time and pay shall be included in all final wage payments. In case of death of an employee who is eligible for vacation, vacation pay due such an employee shall be paid to the employee's estate.

14.10 Not more than a maximum of 10 % of the men working on May 1st of the current year shall be out on vacation at any one time.

ARTICLE 15 HOLIDAYS

15.1 The recognized paid holidays shall be:

New Year's Day	Patriot's Day	Memorial Day
Independence Day	Labor Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day	5 Personal Days

Any employee required to work on any of these holidays mentioned above shall be compensated for all time worked based on time and one-half (1 ½) in addition to his holiday pay. The holiday pay will be paid at straight time rate.

15.2 Employees shall be paid for each recognized holiday or the day celebrated as such, on the basis of eight (8) hours at their straight time rate which shall not be included in accumulative total hours worked per week, provided the employee works at least one (1) day during the payroll period in which the holiday falls, and provided the employee works his last regularly scheduled day before and first regularly scheduled day after the holiday. In simple terms, such employees must work the day before and the day after the holiday, except when on vacation.

15.3 Any employee who selected his vacation in any week in which any of the paid holidays falls, shall receive in addition to his forty (40) hours' vacation money, an additional eight (8) hours for his holiday pay at the straight time rate, provided such employee is not on layoff.

15.4 All personal days must be used within the calendar year earned. Any days not used by the end of the calendar year will be forfeited

ARTICLE 16 HOURS OF WORK & OVER TIME

16.1 Five (5) days shall constitute a week's work from Monday through Friday, inclusive, and the hours of labor shall be worked each day in uninterrupted succession. It is understood and agreed that the Company has the right to require employees to work on Saturday, Sunday and Holidays. In case of Saturday, Sunday and Holiday, work the Company shall first offer said work to the employees according to Seniority. If not enough employees volunteer, the Company can assign employees to work in inverse order of Seniority, provided the junior employees is qualified to perform the work. All time worked in excess of eight (8) hours per day shall be paid for as overtime at the rate of time and one-half (1 1/2).

The following language in this paragraph will expire and will no longer become subject to negotiations with the expiration of this contract. If an Employee works at a plant that is paying a higher hourly rate that employee will receive that higher pay rate for all hours worked at that plant.

16.2 All work performed on Saturday shall be paid at 1 ½ times the normal rate of pay. Sundays shall be paid for at 2 times the normal rate of pay, as specified in this Agreement.

16.3 All work performed on holidays shall be paid for at time and one-half (1 ½) the normal rate of pay plus the Holiday pay, as outlined in 16.1.

16.4 All Sunday, or holiday work shall be assigned by seniority amongst the Company's regular employees provided the employee is qualified and capable of performing the work required on those days.

16.5 Preference shall be given to the employees in order of their seniority to the available start times from Monday through Sunday inclusive provided they are capable and qualified to perform the work required.

16.6 All drivers and loader operators shall be given a starting time no later than 9:00 am each day Monday through Friday. An employee who actually reports for work in compliance with the above guidelines shall be entitled to a minimum guarantee of 4 hours' work or pay.

16.7 Employees who are instructed to report, and do work, on Saturday, Sunday, or holidays shall be given a start time no later than 10:00 AM and shall receive not less than four (4) hours' work or pay.

16.8 Meal times (30 minutes), when given, must be given after the 4th hour of work, but shall not be before 11:00 AM, subject to DOT regulations..

16.9 All employees shall be allowed two (2) coffee breaks of ten (10) minutes each, one in the morning and the other in the afternoon, at the direction of the Employer.

16.10 When bids are required on ready mixed requiring night work, the Union and the Company will sit down and mutually agree to a schedule for that project. A second shift will be allowed for work under this Agreement with starting time to be designated by the Employer. The rate of pay shall be \$1.00 per hour more than the day rate.

16.11 The payroll period shall run from Sunday to Saturday with payday no later than Friday of the following week.

16.12 Canceling a scheduled booking consistent with current practice, the Company agrees to attempt to give employees one (1) hour notice of a cancelled or postponed booking.

ARTICLE 17 WAGES

17.1 The rate of pay for all employees covered by this contract shall be as follows:

	Hired before 09-17-08
Effective October 1, 2012	\$24.85
Effective October 1, 2013	\$25.25
Effective October 1, 2014	\$25.65
Effective October 1, 2015	\$26.05

Rate for New Hires (after 9/17/08) - \$21.00 (for life of contract)

ARTICLE 18 ENVIRONMENTAL HEALTH & SAFETY POLICY

- The Employer may promulgate and post such reasonable safety and environmental rules and requirements as may be required to maintain a safe and environmentally sound workplace.
- The parties agree to pre-employment physicals upon a conditional offer of employment, and to physicals prior to returning to work following a layoff of ninety (90) days or greater.
- All employees will be subject to the Company's Drug and Alcohol Policy.
- The Local acknowledges the Employer's "Light-Duty Policy." Consistent with sound medical advice the employees will cooperate with this policy.
- All vehicles, machinery or equipment utilized in the performance of work under this Agreement shall be equipped with all safety appliances validly required by law. The employees shall report all defects of equipment to the Employer on such forms or in such manner as the Employer may require. The Employer shall take necessary steps to correct any such defects in

equipment reported by an employee, and shall take all reasonable steps to insure that working conditions are in compliance with existing laws.

- All safety and environmental violations, including unsafe acts, and violations of the Employer's Personal Protective Equipment (PPE) Policy shall constitute grounds for disciplinary action. Such disciplinary action, depending on the severity of the infraction, shall be progressive including verbal warnings (with notations placed in the employee's file), written warnings with copies forwarded to the Local Union, and suspension without pay, up to and including termination.
- Unsafe acts or violations of Employer's Safety policies (i.e., lockout/tagout or confined space) that place the employee, co-worker, or others in danger of injury or death, will result in disciplinary action, up to and including termination.
- Employees cited for repeated and willful violations of the Employer's Safety or Environmental Policies, or with a pattern of safety or environmental violations, will be subject to disciplinary action up to and including termination.
- The Employer, while maintaining a consistent disciplinary policy, reserves the right to use or modify any and all of these procedures and will base its actions on the severity and circumstances of each individual case.
- All Employees will be subject to the Company's Safety Rewards and Recognition Policy

ARTICLE 19 NO STRIKE LOCK OUT BOYCOTT CLAUSE

19.1 During, the term of this Agreement, the Company will not conduct a lockout and the Union agrees not to strike or to permit its employees to engage in any slowdowns or work stoppages. It is further mutually agreed that the Company shall have the unqualified right to take the action it deems advisable, including discipline and discharge, against any employee engaging in, participating in, encouraging, aiding or abetting any such unauthorized strike, slowdown, walkout, or stoppage of work, except as provided herein.

ARTICLE 20 LOSS OF LICENSE AND MEDICAL CARD

20.1 All employees will be responsible for possessing a current valid commercial motor vehicle operator's license. Any employee who operates a Company vehicle with an expired, suspended, or revoked driver's license shall be subject to discharge. In the event the employee shall suffer a revocation of his chauffeur's license because of the violation of any laws by the Employer, except where the employee has been deemed negligent, the Employer shall provide suitable and continued employment for such employee, for the entire period of revocation of license, provided not on layoff, and the employee shall be reinstated to his previous assignment held prior to revocation of driver's license, after his


driver's license is restored. It is the employee's responsibility to ensure there Medical Card and License is not expired. Failure to do so will result in disciplinary action up to and including discharge.

ARTICLE 21
COMPLETENESS OF AGREEMENT

This Agreement contains the complete Agreement between the parties and no additions, waivers, deletions, changes, past practices or amendments shall be effective during the life of this Agreement, unless evidenced in writing by the parties hereto.

ARTICLE 22
TERMINATION


21.1 This Agreement shall become effective October 1, 2012 and shall remain in full force and effect until and including September 30, 2016 at midnight, and shall then renew itself from year to year unless either party to the Agreement gives written notice to the other party at least sixty (60) days prior to the expiration of this Agreement, of a desire to change or amend, or terminate this Agreement.


James Fiori, B.A. 6/6/2013
Teamsters Union Local 170

Carmen Spagnulo, Steward /
Teamsters Union Local 170

7-10-13

Date:


Theodore Knight, General Manager.
Aggregate Industries, Northeast Region

Rick Winter
Aggregate Industries, Northeast Region

Date:

6/5/13